APPENDIX

In a letter dated March 29, 1941, from the Assistant Comptroller General to the Attorney General in regard to the suit by Doehler Metal Furniture Co., Inc., against the Comptroller General, appear the following paragraphs (at page 3):

> The completion contract with the Equipment & Furniture Corporation (No. W–950–qm–1605, dated April 18, 1939) contained a liquidated damage clause, and by reason of certain delays in delivery of material, liquidated damages in the amount of $9,119.75 were assessed against the contractor. Payment was made under that contract on voucher No. 10508 of the July, 1939, account of W. M. Dixon, Lieutenant Colonel, Finance Department (pages 3–1 to 3–11 of the certified copies) in the net amount of $94,887.57.
>
> It would appear that the purpose of the plaintiff's suit is to obtain a declaration by the court to the effect that the computation of excess cost to the Government under the contract with the Equipment & Furniture Corporation is erroneous, and that there should be allowed to the plaintiff the amount of liquidated damages collected from the completing contractor—$9,119.75 (erroneously stated in the complaint to be $9,408.62)—because of its failure to perform within the time specified in the completion contract.

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